

Authentic Terms of Service

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1. Introduction

Welcome to the Authentic Insurance website! By using this Website, accessing or using any Services (defined below) or downloading, accessing or using any mobile application provided or made available by Authentic, you agree to be bound by the terms and conditions contained within these Terms of Service, as well as our Privacy Policy. Collectively, these form a legally binding agreement between us and you.

The terms “Authentic”, “Authentic Insurance”, “we,” “us,” or “our” mean Authentic Insurance Services, Inc., a Delaware Corporation. The terms “you,” “customer,” and “user” shall mean you, users of our Services, and any entity or organization you or such users represent. The term “Services” means, collectively, the website at www.Authenticinsurance.com (“Website”), various websites, applications, widgets, information, services, email notifications and other media, or portions of such media, through which you have accessed the Terms of Service.

The Terms of Service contain an agreement to arbitrate all claims in connection with the Services, Website and Application and disclaimers of warranties and liability.

2. Privacy Policy

By using our Services, Website or Application, you acknowledge that you have read and understand our Privacy Policy. The Terms of Service incorporate this Privacy Policy in full and, by agreeing to the Terms of Service, you agree to be bound by the terms of the Privacy Policy which is hereby incorporated by reference. You also acknowledge receipt of our Cookies Policy, which is incorporated into our Privacy Policy.

3. Your Compliance with The Terms of Service

By using our Services, Website or Application, you voluntarily accept and consent to the Terms of Service, and your consent and acceptance is supported by sufficient and valuable consideration. You acknowledge that this consideration includes, but is not limited to, access to our Services and your ability to interact with our Services. You expressly represent and warrant that you have the capacity to agree to be bound to the Terms of Service and, given that you are acting on behalf of a business entity or other organization, agree that you have the authority to so bind that entity or organization.

4. Representation of Data Collection

You consent to and agree that Authentic may collect data and Personal Data, as defined by our Privacy Policy, from you even though we may not be able to offer you any available products or Services for purchase. Authentic currently only sells products or services in a limited number of states and currently only sells limited insurance products. If you voluntarily provide us with any information about yourself or a third party, you agree that Authentic reserves the right to use that data for market analysis, advertising, or other commercial purposes. This is true

even if Authentic cannot offer you or a third party products or services for sale at the time you provide us with this information.

When applying for a commercial automobile insurance policy, you represent and warrant that you have provided notice to and obtained consents from your employees that will allow us to obtain any motor vehicle records related to those employees to be used in underwriting decisions.

5. Consent to Receive Electronic Copies of Insurance Documents

By signing up for our Services, you consent to receive all insurance documents – including identification cards – in electronic form only to an email address that you provide, except where electronic delivery is not allowed by law or regulation.

You can access your ID cards, policy documents, and related information via any contemporary web browser on an internet-connected device such as a tablet, mobile phone, or laptop. If you are unable to gain access to one of these devices, please email Authentic at <https://support.authenticinsurance.com/hc/en-us/requests/new> and one of our agents will assist with your request.

For electronic communications from Authentic Insurance, please see [Authenticinsurance.com](https://www.authenticinsurance.com).

6. Registration

As a condition to using certain features of our Services, we automatically create accounts for users. Your email address will be your username. Logins will require a one-time password or access to your email inbox or text messages or calls at the phone number provided by you for verification. You may not use an email address which purports to represent or impersonate a person other than yourself. We reserve the right to refuse or cancel registration of any username in our sole discretion. You are responsible for maintaining the confidentiality of your username and password and will be liable for any unauthorized access to our account due to your failure to keep your login information confidential or secure. You further agree to notify us immediately, at <https://support.authenticinsurance.com/hc/en-us/requests/new>, if you become aware of any unauthorized use involving your username and/or password. You further agree to timely review and reply as appropriate, to any email notices we may send you regarding your Authentic account.

7. Use of Our Services

Our Services, as well as their underlying processes, related content (content made available via Website, Services or Application), and generated data, may not be used for personal, family, household, informational, or non-commercial use. You may not copy, reproduce, sell, make available, distribute, replicate, duplicate, create derivative works from, relay, transmit, broadcast, assign or license our Services or their underlying processes, related content (content made available via Website, Services or Application), or generate data without Authentic's express written consent. Your use of our Services is not transferable by you to any other person or entity. Your access to and use of our Services may be interrupted by, without

limitation, maintenance of our equipment or networks, malfunction of our equipment or networks, or inadvertently by a third party or parties. We reserve the sole right to suspend or discontinue the availability of our Services at any time in our sole discretion and without prior notice or consent.

Subject to the terms of these Terms of Service, Authentic grants you a limited, non-exclusive, non-sublicensable, non-transferable and revocable license to: download, install, and use Authentic's mobile application ("Application") for your internal, non-commercial use on a single mobile device owned or otherwise controlled by you ("Mobile Device"). You shall not: (a) copy the Application, except as expressly permitted by this license; (b) modify, translate, adapt, or otherwise create derivative works or improvements, whether or not patentable, of the Application; (c) reverse engineer, disassemble, decompile, decode, or otherwise attempt to derive or gain access to the source code of the Application or any part thereof; (d) remove, delete, alter, or obscure any trademarks or any copyright, trademark, patent, or other intellectual property or proprietary rights notices from the Application, including any copy thereof; (e) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available the Application, or any features or functionality of the Application, to any third party for any reason, including by making the Application available on a network where it is capable of being accessed by more than one device at any time; or (f) remove, disable, circumvent, or otherwise create or implement any workaround to any copy protection, rights management, or security features in or protecting the Application.

You acknowledge and agree that the Application is provided under license, and not sold, to you. You do not acquire any ownership interest in the Application under these Terms of Service, or any other rights thereto other than to use the Application in accordance with the license granted, and subject to all terms, conditions, and restrictions, under these Terms of Service. Authentic reserves and shall retain its entire right, title, and interest in and to the Application, including all copyrights, trademarks, and other intellectual property rights therein or relating thereto, except as expressly granted to you in these Terms of Service.

8. Prohibited Activities

You are responsible for anything you transmit to or through Authentic's Website or to Authentic through email, short message service or text, voice calls, social media platforms, marketing platform, consumer review platforms, such as Google Review or Yelp, or any similar service. You represent and warrant that your transmissions to Authentic are and will be truthful, accurate, not misleading, offered in good faith and that you have authority to transmit such information. In using this Website, you agree that it is solely your responsibility to avoid certain activities that we deem, at our discretion, to be prohibited. These prohibited activities include without limitation:

- Criminal activity or tortious activity, including (i) fraud or misrepresentation, (ii) harassment (such as verbal harassment), (iii) infringement or misappropriation of a third party's copyright, trademark, patent, trade secret, or other intellectual property, (iv) slander, libel, defamation, or use of content that is obscene, pornographic, vulgar or offensive, (v) use of content that promotes discrimination, bigotry, racism, hatred, harassment, violence, or harm against any individual or

- group, and (vi) content that promotes illegal or harmful activities or substances;
- Advertising to, or solicitation of, any user to buy or sell any products or services;
- Attempting to impersonate, or impersonating, another user or entity;
- Using a false email address, phone number, postal address, or contact information. You are also prohibited from using an email address, phone number, address or contact information of another entity or person without authorization;
- Attempting to access or search the Services or engaging in any automated use of the System, such as using scripts, spiders, crawlers, data mining tools, or the like to collect data, send comments or messages, post on forums, and/or request information;
- Attempting to probe, scan, or test the vulnerability of any Authentic system or network, or breach any security or authentication measures;
- Interfering with, disrupting, or creating an undue burden on our Services or the underlying networks;
- Accessing or tampering with non-public areas of the Services, Authentic's computer systems, or the technical delivery systems of Authentic's providers;
- Avoiding, bypassing, removing, deactivating, impairing, descrambling otherwise circumventing any technological measure implemented by Authentic or any of Authentic's providers or any other authorized third party to protect the Services;
- Using mega tags or other hidden text or metadata utilizing a Authentic trademark, logo, URL, or product name without Authentic's express written consent;
- Using information for any purpose, other than as expressly permitted herein, or or scraping information from our Services;
- Using the Services for any commercial purpose or for the benefit of any third party or in any manner not permitted by these Terms of Service;
- Using the Services to send altered, deceptive, or false source-identifying information;
- Attempting to decipher, decompile, disassemble, or reverse engineer any of the software used to provide the Services;
- Interfere with, or attempt to interfere with, the access of any user, host or network, including without limitation, sending a virus, overloading, flooding, or spamming the Services;
- Collecting or storing any personally identifiable information from the Services from other users of the Services without their express permission;
- Using our Services in a manner inconsistent with any and all applicable laws and regulations; and
- Encouraging, enabling or allowing any other individual to do any of the foregoing in connection with the Services or any products offered by Authentic.

9. Monitoring of Services

We reserve the right, but have no obligation to, monitor our Services for your or third party violations of the Terms of Service, take appropriate legal action against anyone who violates the Terms of Service, refuse or restrict access to or availability of any user's interaction with the Services, remove the Services, or otherwise disable all files and content at our discretion, and otherwise manage the Services in order to protect the rights and property of Authentic and its customers.

10. Termination of Your Account or Use of Our Services

We may restrict, suspend, or terminate your use of or access to our Services in the event that you violate the Terms of Service and, at our sole discretion, to the extent permitted by law. We may change the Services or content related content (content made available via Website, Services or Application), or otherwise restrict access to all or parts of our Services without providing notice, at our discretion, as permitted by law. Your policy may be canceled or nonrenewed for any reason, in accordance with state regulations, including termination of the policy for a single claim or loss where allowed.

11. List of Carriers & Agents We Currently Use

Authentic acts as an agent that represents insurance companies to whom it will submit your insurance application and from whom it will procure your insurance coverage. The list of carriers we currently use and that might bind you are: Everspan Insurance Company and AmTrust.

12. Disclaimers and Limitations on Liability

AUTHENTIC MAKES NO REPRESENTATIONS OR WARRANTY OF ANY KIND WHATSOEVER – EXPRESS OR IMPLIED – WITH RESPECT TO THE CONTENTS OR ITS SERVICES. AUTHENTIC HEREBY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE. YOU EXPRESSLY AGREE THAT YOUR USE OF OUR SERVICES AND CONTENT IS AT YOUR SOLE RISK. IT IS SOLELY YOUR INDEPENDENT DUTY AND RESPONSIBILITY TO VERIFY AND EVALUATE THE ACCURACY, CORRECTNESS, RELIABILITY AND COMPLETENESS OF ANY SERVICES OR CONTENT. WE MAKE NO WARRANTY OR GUARANTEE THAT ANY CONTENT AVAILABLE FOR DOWNLOADING IS FREE FROM INFECTION FROM ANY COMPUTER PROGRAMMING OR OTHER GLITCHES WHICH MAY CONTAMINATE DAMAGE, INTERFERE WITH, DESTROY, INTERCEPT, OR EXPROPRIATE ANY SYSTEM, DATA, OR PERSONAL INFORMATION. WE DO NOT MAKE ANY REPRESENTATIONS, WARRANTIES, OR GUARANTEES – EXPRESS OR IMPLIED – REGARDING QUOTES OR OFFERS PROVIDED ON OR THROUGH OUR SERVICES. AS SUCH, WE EXPRESSLY DISCLAIM ALL LIABILITY FOR ANY CONTENT, PRODUCTS, OR SERVICES FURNISHED FROM SUCH SERVICE PROVIDER. AUTHENTIC MAKES NO REPRESENTATIONS OR WARRANTIES ABOUT THE SUITABILITY OF THE CONTENT OF ITS WEBSITE FOR ANY PURPOSE OR THAT ACCESS TO THE WEBSITE OR CONTENT WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, OR THAT DEFECTS OF ANY KIND WILL BE CORRECTED. AUTHENTIC PROVIDES ALL CONTENT OF ITS WEBSITE ON AN “AS IS” AND AN “AS AVAILABLE” BASIS WITHOUT ANY WARRANTY OF ANY KIND.

WE FURTHER MAKE NO REPRESENTATIONS, GUARANTEES, OR WARRANTIES THAT OUR SERVICES ARE APPROPRIATE OR AVAILABLE FOR USE IN JURISDICTIONS OUTSIDE OF THE UNITED STATES OF AMERICA. IF YOU ACCESS

OR OTHERWISE USE OUR SERVICES FROM THESE JURISDICTIONS, YOU DO SO OF YOUR OWN VOLITION AND RISK, AND ARE SOLELY RESPONSIBLE FOR COMPLIANCE WITH LOCAL AND INTERNATIONAL LAW.

AUTHENTIC WILL NOT BE HELD LIABLE TO ANYONE FOR ANY LIABILITY ARISING OUT OF, OR IN ANY WAY RELATING TO, ANY DAMAGES, LOSS, OR CLAIM WHATSOEVER, NO MATTER HOW OCCASIONED, IN CONNECTION WITH OR ARISING OUT OF ACCESS TO OR USE OF THE SERVICES, WEBSITE, APPLICATION, OR CONTENTS OF ITS SERVICES, WEBSITE OR APPLICATION. IN NO EVENT SHALL AUTHENTIC BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES OR ANY DAMAGES WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, LOSS OF USE, DATA, OR PROFITS, WITHOUT REGARD TO THE FORM OF ANY ACTION, INCLUDING, BUT NOT LIMITED TO, CONTRACT OR NEGLIGENCE OR OTHER TORTIOUS ACTIONS, ARISING OUT OF OR IN CONNECTION WITH OR ARISING OUT OF ACCESS TO OR USE OF THE SERVICES, WEBSITE, APPLICATION, OR CONTENTS OF ITS SERVICES, WEBSITE OR APPLICATION, WHETHER OR NOT AUTHENTIC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE.

13. Insurance Representations and Additional Disclaimers

AUTHENTIC MAKES NO REPRESENTATIONS, WARRANTIES, OR GUARANTEES WITH RESPECT TO QUOTES, TERMS, RATES, COVERAGE, OR SERVICES OFFERED TO YOU BY INSURERS OR OTHER THIRD PARTIES THROUGH AUTHENTIC'S SERVICES. Authentic believes the content provided through its Services, Website and Application to be accurate, complete, and current. However, inadvertent technical or factual inaccuracies may arise and, therefore, Authentic does not warrant that its content provided through its Services, Website and Application is accurate, complete, and current. Content that Authentic provides through its Services is meant to assist you with insurance and financial decisions. However, such information merely constitutes a general description of insurance coverage potentially available. Any particular coverage provided to you by Authentic or any insurance company or other third party is subject to that party's terms, conditions, exclusions, and underwriting practices. Any coverage recommendations made by Authentic are based solely on a defined set of information provided by you and are limited to the products and coverages that Authentic offers. YOU ACKNOWLEDGE AND AGREE THAT SUCH RECOMMENDATIONS MAY OMIT COVERAGE THAT MAY BE NECESSARY OR ADVISABLE FOR YOU AND SUCH RECOMMENDATIONS MAY DIFFER FROM RECOMMENDATIONS THAT YOU MIGHT RECEIVE WERE YOU TO SEEK ADVICE SPECIFIC TO YOUR INDIVIDUAL CIRCUMSTANCES. You must submit a complete application to obtain a particular coverage. Issuance of insurance coverage is dependent on underwriting approval; availability and coverages may vary by state. You must verify information Authentic provides through its Services before relying on that information in whole or in part. We also recommend that you obtain additional information and advice from your accountant, attorney, and other advisors that can take your individual circumstances into account. The insurance policy or other product or service you purchase from entities other than Authentic forms the exclusive contract between you and the insurer or other third party, and you agree to not rely on the general information or descriptions of coverage made available through

Authentic's Services. Our Service may provide you with offers or quotes with a third party provider of goods or services. However, you agree that we make no guarantee that all users will be provided with such a quote, and that some of these services may only be available to United States residents and corporations or only available in a portion of states. Authentic may receive fees or commissions from insurers or other third parties with respect to certain transactions made in connection with our Services. Nevertheless, you acknowledge that we are not responsible for any fee arrangement or the terms of any agreement you may enter into with a provider of a product or service through our Services. YOU HEREBY RELEASE AUTHENTIC OF ANY LOSS, COST, DAMAGES, OR CLAIM IN CONNECTION WITH OR ARISING FROM YOUR USE OF A SERVICE OR PRODUCT, INCLUDING ANY FEES CHARGED.

14. User Representations

By using our Services, Website or Application, you represent and warrant to us that:

- You are at least 18 years of age.
- You are authorized to purchase and bind this insurance on behalf of the entity applying for coverage.
- You have not had any judgments or liens placed against you in the last three years.
- You authorize Authentic, as well as its agents and representatives, to obtain consumer reports covered under the Fair Credit Reporting Act ("FCRA") from a credit reporting agency of Authentic's choice. You consent to Authentic, from time to time, obtaining and reviewing consumer reports in order to assess the insurability, or for any permissible purpose under the FCRA, with respect to you or the company or organization that you represent and/or own or operate. You understand that, pursuant to the FCRA, if any adverse action is taken based upon your consumer report, Authentic Insurance will alert you to this fact and send you a summary of your rights.

To the extent you are applying for workers compensation insurance, you authorize the National Council on Compensation Insurance ("NCCI") to release your prior, current and future experience rating worksheets and risk history report directly to Authentic only for the purposes of insurance underwriting. You understand that the risk history report provides up to five years of payroll and loss history, policy cancellation information, classification codes, and policyholder name and address contained within NCCI records. You acknowledge that Authentic requires this information in order to perform the services you have requested. You agree that NCCI will have no liability releasing the information as requested.

If any of the above statements are not true, you should not and are not authorized to use our Services.

15. Indemnification and Hold Harmless

By using our Services, Website or Application, to the maximum extent permitted under applicable law, you agree to release, indemnify, defend, and hold harmless Authentic, its affiliates and its and their respective employees, agents, officers, directors, members,

shareholders, and their assigns from and against any and all claims, liabilities, losses, expenses, judgments, actions, causes of actions, costs, fines, damages, including reasonable attorneys' fees, arising from or related to your use of our Services, Website or Application.

16. Fees and Charges.

You may choose to purchase products or services from us while using our Services, Website or Application, which may result in charges and fees to you, including but not limited to installment, service, and cancellation fees separate from the premium and commission that Authentic may receive. The products and issues involved in understanding, evaluating, purchasing and managing your policies are complex and involve advice specific to your needs. You are under no obligation to purchase any insurance product in exchange for receiving these services. These fees are fully earned upon binding each of your insurance policies, whether you pay it in full at policy bind and at each renewal. We will inform you in advance of any such charge or fee. By submitting payment information for an accepted method of payment including electronic transactions ("Payment Method") through our Services, you authorize us to charge you these agreed-upon amounts, as well as any applicable taxes to your Payment Method. You will not be entitled to any refund of charges, fees, or taxes except as expressly provided herein, or as required under applicable law. Premium Audit: (a) We will compute all insurance premiums for an insurance policy in accordance with our rules and rates in effect at the time; (b) the premium displayed on our website is a deposit premium for the policy period. We reserve the right to review the details of your business at the end of your policy period. If your business has changed since you applied, we reserve the right to adjust your previous years premium up or down accordingly. This means we may refund you for excess premium paid, or that we may bill you for an increased rate to cover the increased risk of your business if such changes have occurred; and (c) the named insured on a policy must keep records of the information we need for premium computation (generally, the information required in an application), and send us copies if requested. You may choose to use a credit card or debit card as a Payment Method to pay for charges, fees, and taxes in connection with our Services. Should you choose to do so, you represent and warrant that you are authorized to use such a credit or debit card for this purpose. Should you use a credit or debit card without authorization, in whole or in part, you will remain responsible for any outstanding balance, and we may alert the appropriate authorities of your misuse. Policy coverage is annual. In addition to any charges or fees required by Authentic, you are required to pay us a deposit. You may choose to pay monthly or annually, or at a frequency as otherwise authorized by Authentic in writing. By choosing to pay via any reoccurring or recurring charge method and providing or designating a Payment Method, you authorize us to charge you at the frequency selected by you and at the corresponding rate, and any other charges you may incur in connection with our Services, such as taxes and fees, to your Payment Method. You acknowledge that the amount billed each statement period may vary for reasons that may include differing amounts due to changing or adding products or services, and you authorize us to charge your Payment Method for such varying amounts, which may be billed at your selected frequency in one or more charges. We reserve the right to change the timing of our billing, in particular, as indicated below, if your Payment Method has not successfully settled. In the event your payment date falls on a day not contained in a given month, we may bill your Payment Method on a day in the applicable month or such other day as we deem appropriate. For example, if your first payment was on October 31st and you have chosen the monthly billing option, your next payment date is likely to be November 30th, and your Payment Method would

be billed on that date. We may authorize your Payment Method in anticipation of product or service-related charges. As used in the Terms of Service, “Billing” shall indicate a charge, debit or other payment clearance, as applicable, against your Payment Method. Unless otherwise stated differently, month or monthly refers to your billing cycle. You further agree and consent to Authentic continuing to debit the same payment instrument upon renewal or similar event, if applicable.

If you have paid by ACH, debit or credit card, you agree and consent to payment being automatically charged for subsequent renewals of your insurance policy(ies) to the bank account, credit or debit card details provided. You may cancel your policy by contacting Authentic at <https://support.authenticinsurance.com/hc/en-us/requests/new> or logging into your online account.

You understand and agree that we will charge the bank account, debit or credit card you use to purchase insurance coverage. Thereafter, payments will be automatically charged to the payment method on file based on your payment plan, the amount of which may change depending on policy changes and other factors approved by insurance regulatory authorities. Your policy is a contract for a 12-month period. We will do the same for any subsequent renewals. You may cancel your policy by contacting Authentic at <https://support.authenticinsurance.com/hc/en-us/requests/new> or logging into your online account.

You may edit your Payment Method information by logging in online. If a payment is not successfully settled, due to expiration, insufficient funds, or otherwise, and you do not log in or call to edit your Payment Method information or cancel your account, you remain responsible for any uncollected amounts and authorize us to continue billing the Payment Method, as it may be updated. Authentic reserves the right to retry payment on your payment device on file until the amount owed is settled or you cancel your Authentic account. For certain Payment Methods, the issuer of your Payment Method may charge you a foreign transaction fee or other charges. Check with your Payment Method service provider for details.

Your premium payment does not bind coverage until the insurance carrier approves your application. In the event that the insurance carrier does not approve your application, your premium payment will be refunded.

You may cancel your policy by contacting Authentic at <https://support.authenticinsurance.com/hc/en-us/requests/new> or logging onto your online account. If you cancel your policy, we will stop your reoccurring payments and will not further charge your Payment Method.

You may be charged any interest, finance fee, late payment fee, or other type of finance charge or other fees or charges as determined in our sole discretion. You agree that if you do not make a scheduled payment when due, we have the right to request cancellation of your insurance policy or policies and charge interest at the highest rate allowed by law from the date such payment was due. To avoid cancellation of your policy or policies, you must make your insurance premium payments on time.

Authentic and its partner brokerages, risk management, underwriting services, and other consultants may directly or indirectly receive commissions, fees, or interest as compensation for their services or products, or for holding capital. If you have any questions regarding the nature or amount of the compensation paid to Authentic or its partners, we encourage you to contact us.

You acknowledge that you understand, agree and consent to the Service Fee for working with Authentic Insurance Services, Inc. The Service Fee is separate from the premium and commission that Authentic Insurance Services, Inc. (NPN #20619648) may receive. You acknowledge that the products and issues involved in understanding, evaluating, and managing your policies are complex and involve advice specific to your needs. You specifically agree that you have been provided a clear explanation of the Service Fee to be charged and the nature of the service provided and that you understand this Service Fee is fully earned when the policy is bound, and at each renewal. You are under no obligation to purchase any insurance product in exchange for receiving these services. You may have already received some or all of these services and will be charged upon binding and upon renewal. Once paid, this Service Fee is not refundable.

17. Financial Decisions

Our Services offer a platform that provides you with access to information and third party providers of products and services. We do not endorse or recommend any of these providers, and do not act as an agent with respect to such providers or with respect to you. We do not investigate, guaranty or certify that such providers are appropriately licensed, certified, or otherwise qualified to offer these products and services. You agree that you are solely responsible to investigate these providers, and that you are solely responsible and liable for any products or services they may provide you that may give rise to costs, damages, liabilities, fees, or fines. We suggest that you consult financial advisers, insurance agents, or other qualified professionals who may be fully aware of your individual circumstances and needs prior to making any financial or insurance purchasing decisions. You agree that you are relying solely on your judgment and that of your advisors in purchasing products or services through our Services or based on information provided by our Services.

18. Intellectual Property Rights

Our and our affiliates' names, graphics, and logos used in connection with the Services, service marks, icons, page headers, page layouts, scripts, and unique terminology are our trademarks and trade dress (collectively, "Proprietary Marks") in the United States and other countries. You may not use our Proprietary Marks without our express and written permission. These Terms or use of our Services do not provide you with any license, express or implied, to our Proprietary Marks. Authentic makes no proprietary claim to any third party names, trademarks, or service marks appearing on our Services as the rights related to these names, trademarks, or service marks belong to their respective owners. Any information, advice, data, software, or other content, which may be contained in or downloaded from our Services (collectively, "Content"), including, but not limited to, all text, graphics, charts, images, videos, audio, line art, icons, and renditions, are copyrighted by, or otherwise licensed to, us or our Content suppliers. We also own all right, title and interest in copyrights to a collective work in the selection, coordination, arrangement, organization, navigation, presentation, display, and

selective alteration of the Content (“Collective Work”). All software used in providing or supporting our Services (“Software”) is our property or the property of our software vendors and is protected by United States and international copyright laws. Any access you may have, including but not limited to, viewing, reading, printing, downloading or otherwise using the Content, Collective Work, or Software does not waive any of our rights and does not entitle you or any third party to any ownership or intellectual property rights. You are solely liable for any damages arising from your infringement or misappropriation of our or any third party intellectual property rights with respect to the Proprietary Marks, Content, Collective Work, Software, or third party names, trademarks or service marks. You are solely liable for any harm incurred to us or our affiliates as a direct or indirect result of you copying, distributing, redistributing, publishing, or using the same for purposes that are expressly or impliedly in violation of these Terms of Service.

19. No Third party Beneficiaries

The Terms of Service are between you and Authentic, and no provision within the Terms of Service confers any implied or express right to any third party. The Terms of Service do not provide you with any authority to bind Authentic in any way.

20. Assignment

You may not transfer, assign, or license your rights under the Terms of Service without our prior express and written consent.

21. Void Where Prohibited

Our Services are intended for use for those areas in the United States where we, our affiliates, our partner insurers, our brokers, or our agents are licensed and permitted to sell our products and services. Although our Services may be accessed by users in other locations, any offer or transaction for any feature, product, or service is void where prohibited by law.

22. Our Services Are Not Intended for Minors

Our Services are not directed at minors, that is, persons younger than 18 years old. If you are not at least 18 years old, please do not attempt to access our services. We do not knowingly contact or collect personal information from persons under 18 years old, and such a person should not provide us with any information.

23. Governing Law and Jurisdiction

You agree that the Terms of Service (and incorporated Privacy Policy and Cookies Policy) are governed and interpreted by the laws of the State of New York without regard to principles of conflicts of law. By using our Services, Website or Application, you agree to personal and exclusive jurisdiction of the state and federal courts of New York in order to resolve any dispute arising from your use of the Services, including but not limited to the enforcement of any arbitration award. You further agree to waive any objection to such jurisdiction or venue.

24. Arbitration Agreement and Waiver of Class Remedies

(a) Arbitration Agreement

Any controversy or claim arising out of or relating to the Terms of Service shall be finally resolved by binding arbitration following the parties' best efforts to settle such dispute, claim, question or disagreement. If a binding arbitration occurs, it shall be administered by the American Arbitration Association ("AAA") under its Commercial Arbitration Rules and its procedures for consumer disputes, except for any rules or procedures permitting class actions or otherwise contradictory to the Terms of Service. An arbitrator shall wield exclusive authority to resolve all disputes, including whether this or any other provision contained in the Terms of Service is void or voidable. The arbitrator's award shall be binding and entered as a judgment in any court of competent jurisdiction and in accordance with the Governing Law and Jurisdiction clause of the Terms of Service.

The parties understand that, absent this Arbitration Agreement provision, they may otherwise have the right to sue in a court of law, and may have the right to a trial by jury. While arbitration is intended to be more cost-effective, in some instances the cost of arbitration may exceed the cost of civil litigation in a court. Moreover, the rules and procedures of arbitration may limit discovery.

(b) Waiver of Class Remedies

The parties agree that any arbitration shall be conducted only in their individual entity capacities, and the parties expressly forego the right or option to file or join a class action or other representative action. Should any court or arbitrator determine that the class action waiver set forth in this section is void or otherwise unenforceable, or that an arbitration can proceed on a class basis, then the arbitration provision shall be deemed null and void in its entirety, and the parties shall be deemed to have not agreed to arbitrate any dispute.

(c) Exception: Litigation of Small Claims Court Claims

Notwithstanding the parties' decision to resolve all disputes through arbitration, relief may also be sought in a small claims court for disputes or claims within that court's jurisdiction—subject to the Governing Law and Jurisdiction clause of the Terms of Service.

(d) Thirty Day Right to Opt Out

You have the right to opt out and not be bound by the arbitration agreement and class action provisions of this section by sending written notice of your decision to opt out via the following link: <https://support.authenticinsurance.com/hc/en-us/requests/new>. Such notice must be sent within thirty (30) days of registering to use our Services, or else you shall be bound to arbitrate disputes in accordance with these Terms of Service. Any such opt out shall be mutual. We reserve the right to terminate your use of our Services should you opt out.

25. No Oral Modification

The Terms of Service may not be modified through oral agreement or statements. The individual employees of Authentic, Authentic's partners, and Authentic's third party affiliates are not authorized to modify the Terms of Service except by the mechanism stated herein. Any

employee offering to modify the Terms of Service is not acting as an agent of Authentic or with proper authority to bind Authentic. You agree not to rely on any statement, written or oral, by any employee or agent of Authentic or any third party with respect to modification or interpretation of the Terms of Service.

26. Communications With Authentic

In using our Services, Website or Application, you may choose to communicate with us by providing us with feedback, comments, questions, or proposals. Under no circumstance will your submission of information obligate Authentic to pay you compensation.

You may provide your information as part of an attempted or completed request for a quote or offer for goods and services of a third party vendor. In doing so, you agree to allow Authentic to use this information in any way consistent with the Terms of Service, our Privacy Policy, and our Cookie Policy. When you submit contact information to us as part of an attempted or completed request for a quote or offer for goods or services, you consent to receive telephone calls, emails, text messages, mailers, or other similar communications in connection with these goods and services. This is true even if your phone number is on any “do not call” list.

27. Severability

Except as otherwise provided herein, in the event that any provision contained within the Terms of Service is deemed to be unenforceable, invalid, or ambiguous, such provision shall be limited or discarded to the minimum extent necessary so that the remaining provisions of the Terms of Service remain in full force and enforceable.

28. Non-Waiver

Neither party shall be deemed to have waived, in whole or in part, any of its rights granted herein by its failure to exercise, in whole or in part, any right herein.

29. Force Majeure

Except for user’s payment obligations, neither party shall be responsible for any delay or failure in any performance due to acts of God, war, warlike conditions, blockade, embargoes, riots, government restriction, labor disturbances, unavailability of anticipated or usual means of supplies, wrecks, epidemics, quarantine, fire, flood, earthquake, explosion, any unforeseen change in circumstances, or any other causes beyond any party’s reasonable control.

30. Entire Agreement

The Terms of Service and only those Policies or Notices expressly incorporated by reference herein constitute the entire agreement of the parties and supersede any prior or contemporaneous agreements, understandings, warranties, or understandings, whether written or oral, whether express or implied, with connection to our Services.

31. Notification of Changes

At its discretion, Authentic may amend the Terms of Service from time to time. We will post any such material changes to our Website along with a notice indicating that the Terms of Service have changed at least thirty (30) days prior to the effective date of these changes, when practicable. Should we materially change the Terms of Service, you may cancel your account with us by contacting us in accordance with the “Contact Authentic” provision of the Terms of Service before the effective date of the modified Terms of Service. You will not be bound by the updated Terms of Service if you cancel your account within this time period.

32. Notice

In the event Authentic may choose or become obligated to provide you with notices under or related to the Terms of Service, you consent to receive such notices or related communications by Authentic posting them on its Website, by sending them to you via an email address you provided, or by sending them to a postal address you provided, at our discretion. You further agree that any such communication as described herein satisfies any legal requirement that the communication must be provided in writing.

33. Contact Authentic

If you have any questions about the Terms of Service or wish to notify us in relation to your use of our Services, you may contact Authentic by email at <https://support.authenticinsurance.com/hc/en-us/requests/new>.